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14 OKT. 2014
CLASS.NR. : 07/23
DIENST/AFD.: ic/kr
CORR.NR. : 14/12372



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**Confucius Institute Headquarters (Hanban), China,
and
The University of Groningen, The Netherlands,
on the Establishment of a
Chair for Chinese Language and Culture
at the
Faculty of Arts of the University of Groningen**

Parties:

University of Groningen, on behalf of the Faculty of Arts, represented by Professor Dr. Sibrandes Poppema, President of the Executive Board, and hereafter referred to as "University";

and

Confucius Institute Headquarters (Hanban), represented by [REDACTED], Director-General of Confucius Institute Headquarters and Director of Hanban, and hereafter referred to as "Hanban."

In this agreement, the University and Hanban can be called individually as "**Party**" or collectively as "**Parties**".

Whereas:

- the establishment of the Groningen Confucius Institute at the University of Groningen in 2010 has contributed to an increased interest in China within the Netherlands;



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Whereas:

- the establishment of the Groningen Confucius Institute at the University of Groningen in 2010 has contributed to an increased interest in China within the Netherlands;

- these interests include the field of Chinese language and culture, but also other areas regarding developments in contemporary China;
- the opportunities to study and teaching contemporary China in the Netherlands are most limited;
- there is a growing demand in the Netherlands for teaching of the Chinese language and culture, and the study of contemporary China;
- the University has established a Centre for East Asian Studies Groningen (CEASG) to advance and initiate research and education on contemporary China and offers a new Master's specialization East Asian Studies starting September 2014;
- the University and Hanban wish to jointly launch and fund a new Chair dedicated to Chinese language and culture at the China section of the CEASG of the Faculty of Arts of the University of Groningen, whose duties include undergraduate teaching regarding Chinese language and culture and which contributes to a. the launch and development of the aforementioned East Asian Studies program, b. the launch and development of a Chinese teachers training program for high schools and c. related research.

The University and Hanban here with agree to make the following arrangements regarding the establishment of the abovementioned Chair:

Article 1– Subject of the Agreement

1.1 The University of Groningen establishes, as set out in the attached work plan, a permanent Chair (professor level) for Chinese Language and Culture at the Centre for East Asian Studies of the Faculty of Arts, starting tentatively September 2014. The Chair is dedicated to the teaching and study of Chinese Language and Culture and credits the Groningen Confucius Institute (the Institute) accordingly.

1.2 The establishment of the Chair at the Faculty of Arts constitutes cooperation between the University and the Groningen Confucius Institute. The incumbent Professor actively contributes to the development of the Institute in appropriate ways, such as organizing lectures or workshops. The Chair represents the University while

meeting the Institute's guests and relations. Vice versa, the Institute will assist the development of China studies at the CEASG and the Master's specialization East Asian Studies. The Chair can select qualified talented students to study in China through the Confucius Institute Scholarship program or Confucius China Studies Program of Hanban.

1.3 The University selects and proposes a candidate for this Chair to Hanban. The University and Hanban have to reach an agreement on the appointment of the candidate, and jointly take responsibility of the Chair's annual evaluation.

[REDACTED]

Article 2– Obligations of Hanban

[REDACTED]

2.2 When and where appropriate, Hanban provides materials for both teaching and research of the Chair.

2.3 Hanban and the University take a joint responsibility for the annual evaluation of the Chair. If the incumbent professor is not qualified to continue, Hanban and the University can dismiss the candidate upon mutual written agreement and select and appoint a new candidate.

2.4 Hanban reserves the right to end the agreement when the Chair is vacant for over three months; when the Chair's activities are not in line with the purpose of the establishment of the Chair; when the Chair's teaching and research activities of the Chair seriously violate Chinese law or badly damage China's image.

Article 3–Obligations of the University of Groningen

3.1 The University establishes a permanent position for Chinese language and culture through the launch of this Chair, and contributes 50 % of the total costs for the Chair amounting to EUR 65000 per year for the first five (5) years. The position is mainly engaged in research and teaching of the Chinese language and culture.

3.2 The University submits an annual research and teaching plan of the Professor to Hanban one month before the beginning of each academic year (usually the semester begins in autumn).

3.3 The University submits an annual report regarding the educational activities of the incumbent Professor to Hanban, within one month after the end of each academic year (usually the semester begins in spring). The report includes a financial statement.

3.4 On the basis of a quality evaluation system, the University annually assesses the Professor's research achievements and teaching activities, and provides the assessment to Hanban.

3.5 Upon the appointment of the Professor, the University generates some promotional activities regarding the appointment. Whilst doing so, the University calls attention to the fact that the position is jointly financed with Hanban. Likewise, the University credits Hanban in related publications.

Article 4– Research Results

4.1 The University is entitled to the promotion of any research results obtained by the Professor through lectures, publications or in other form. The University owns the intellectual property rights of these research results and activities.

4.2 The University ensures that the rights of third parties, including copyright, patent and trademark rights, are respected. The University will indemnify Hanban against claims by third parties relating to the infringement of any intellectual property rights.

4.3 The University hereby grants Hanban a right which is non-exclusive, not to be sublicensed and non-transferable to use the research results referred to above for internal and external publications during the term of this agreement.

Article 5-Duration and Termination

5.1 The agreement will be effective upon the appointment of the incumbent professor. The agreement will be renewed five years after the appointment of the incumbent professor, unless the parties disagree on the terms of article 5.4 which can result in the termination of the agreement without any notice or any further legal action.

5.2 If one party fails to fulfill its obligations, and fails to fulfill the obligations within 21 days after receiving written notice from the other party, the other party has the right to terminate this agreement in writing.

5.3 If one party is closed, liquidated or has suffered significant property damage resulting and is no longer able to comply with the agreement, the other party has the right to terminate this agreement in writing.

5.4 In the penultimate year of the agreement, the activities of the incumbent Professor are evaluated by an expert panel of the University and the Confucius Institute Headquarters. The assessment focuses on the professional content and research quality of the incumbent Professor. The assessment aids both Parties to decide whether it is necessary to renew the agreement.

Article 6– Other provisions

6.1 Unless it has been recorded in writing and signed by the Parties, any amendments or additions to this agreement will not be binding.

6.2 Without the prior written consent of the other party, the rights and obligations under this Agreement shall not be transferred to third parties by the Parties.

6.3 Unless otherwise agreed, press releases and other publicity generated by this agreement must be approved by both parties in writing and in advance.

6.4 If one or more provisions of this agreement prove to be legally invalid, the remainder of the agreement shall continue in effect. The two parties will consult on the legally invalid provisions, and find effective alternative provisions which are legally valid and which match the original provisions as closely as possible.

Article 7– Applicable law and jurisdiction

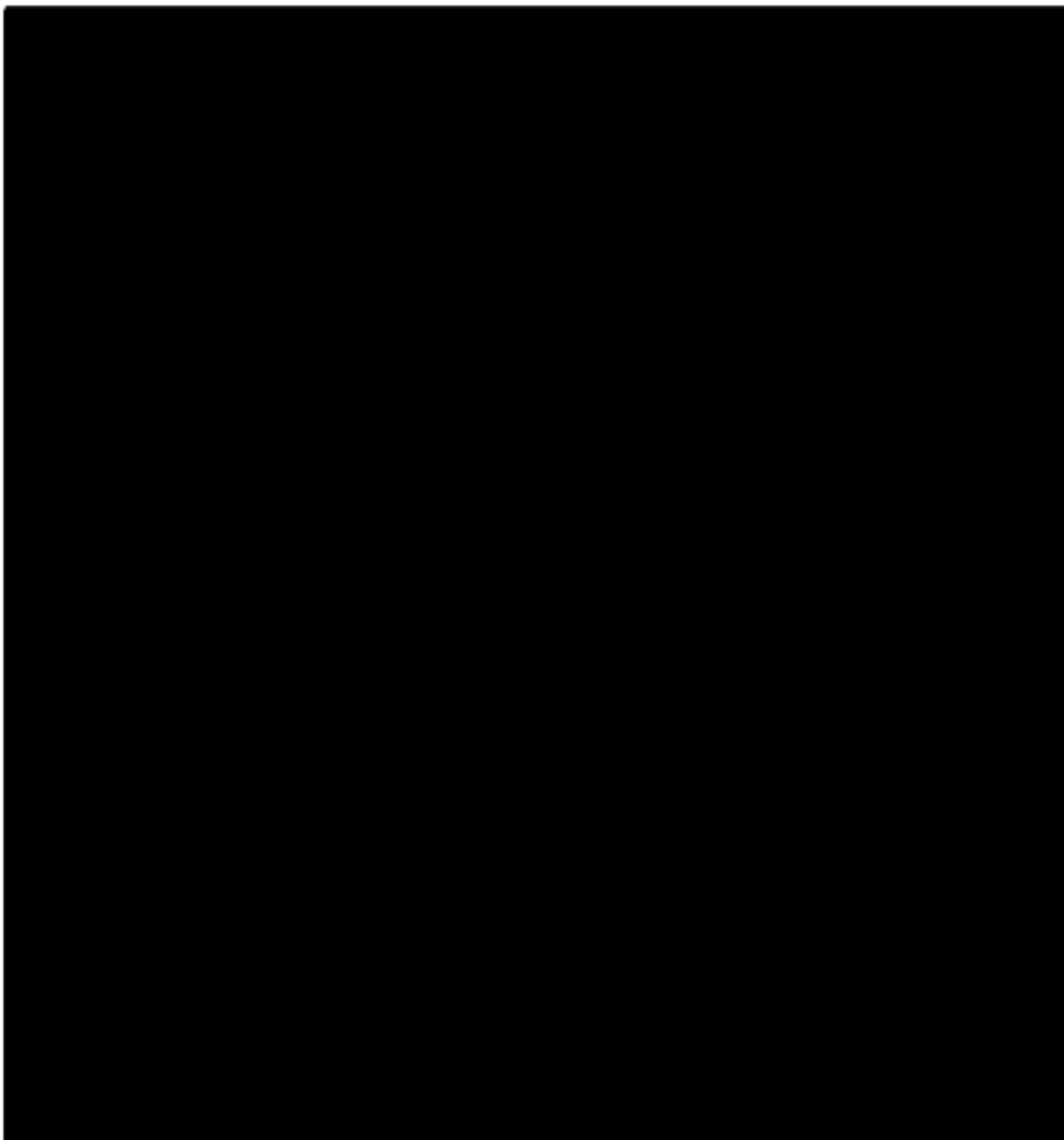
7.1 Parties agree to perform their respective obligations under this Agreement, in compliance with all applicable laws of their respective countries, and certainly do not and will not violate any laws of the People's Republic of China or the Netherlands;

7.2 Disputes between the Parties regarding this agreement should be resolved through consultation. Upon unsuccessful negotiations, either party may initiate arbitration proceedings through the China International Economic and Trade Arbitration Commission, to settle the disagreement by arbitration in accordance with its arbitration rules then in effect.

7.3 The agreement is written in English and Chinese. Each side holds the signed the English version and the Chinese version. Two languages versions are equally authentic.

This agreement is made up and signed in duplicate.


Confucius Institute Headquarters
(Hanban)



University of Groningen

President of the Executive Board



 Sibrandes Poppema

Date: **07 MEI 2014**